

A. G. Contract No. KR932534TRN
JPA No.: 93-150
ECS File No.: 94-50
Project: H683 OIL
Section: Location Study for Araby
Road Extension

**AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE YUMA METROPOLITAN PLANNING ORGANIZATION**

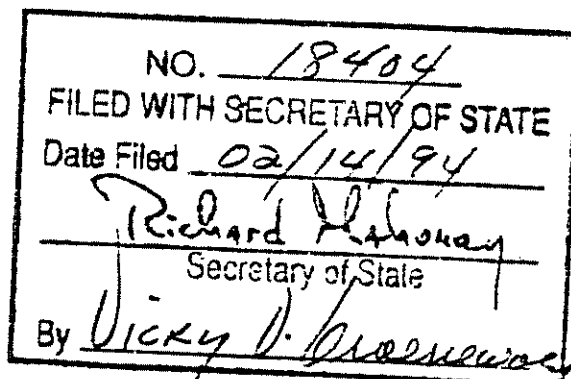
THIS AGREEMENT is entered into 14 FEBRUARY, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
YUMA METROPOLITAN PLANNING ORGANIZATION, acting by and through
its BOARD OF DIRECTORS (the "YMPO").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The YMPO is empowered by Arizona Revised Statutes
Section 28-1891 to enter into this agreement and has resolved
to enter into this agreement and has authorized the undersigned
to execute this agreement on behalf of the YMPO.

3. In anticipation of the approval of the North American
Free Trade Agreement, the Arizona legislature has appropriated
FY 93-94 funds, administered through the State Transportation
Board, for United States/Mexico border area transportation
improvement projects, which may include planning, engineering
design, construction, maintenance or pavement preservation.
The State and the YMPO have agreed to jointly participate in a
location study for a future 3 mile section of a truck bypass of
the developed areas of Yuma County, at an estimated cost of
\$135,000.00, hereinafter referred to as the Project.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The State will:

a. By supplemental agreement with an existing State on-call engineering consultant, award the Project, administer the contract, make all payments to the consultant and accomplish the study to State standards. Require the engineering consultant to specify the YMPO as an additional insured on the consultants liability insurance.

b. Require the State's consultant to provide timely copies of all Project submittal documents to the YMPO for review, and incorporate YMPO's review comments as appropriate.

c. Upon execution of an on-call engineering consultant supplemental agreement to perform the study, invoice the YMPO for it's share of the cost of the Project, in a total amount not to exceed \$50,000.00. In the event there are any unexpended funds upon the completion of the study, refund a pro-rata share to the YMPO. Be responsible for any consultant claims for extra compensation attributable to the State.

2. The YMPO will:

a. Provide oversight to the State's consultant in the development of the Project, review consultant Project submittals and provide comments.

b. Participate in the cost of the Project in an amount not to exceed \$50,000.00. Reimburse the State within 30 days after receipt and approval of invoices.

c. Be responsible for any consultant claims for extra compensation attributable to the YMPO.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project contract, upon thirty (30) days written notice to the other party. Neither party hereto agrees to indemnify or hold harmless the other. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

Yuma Metropolitan Planning Organization
Executive Director
200 W. 1st Street
Yuma, AZ 85364

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YUMA METROPOLITAN
PLANNING ORGANIZATION**

By Kathryn Prochaska
Kathryn "Casev" Prochaska
Chairman

STATE OF ARIZONA
Department of Transportation

By Harry A. Reed
HARRY A. REED, Director
Transportation Planning

ATTEST

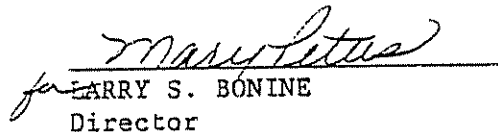
By Robert A. Vaughan
ROBERT A. VAUGHAN
Executive Director

JPA 93-150

RESOLUTION

BE IT RESOLVED on this 29th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Yuma Metropolitan Planning Organization for the purpose of defining responsibilities for performing a location study to bypass the developed areas of Yuma County.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for LARRY S. BONINE
Director

JPA 93-150

APPROVAL OF THE YUMA METROPOLITAN PLANNING ORGANIZATION

ATTORNEY

I have reviewed the attached proposed agreement, between the DEPARTMENT OF TRANSPORTATION, PLANNING DIVISION, and the YUMA METROPOLITAN PLANNING ORGANIZATION and declare this agreement to be in proper form and within the powers and authority granted to the organization under the laws of the State of Arizona.

DATED this 27 day of January, 1994.

William Michael Smith

William Michael Smith

Bowman & Smith, P.C.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2534-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of February, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G